

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

PAIUTE PIPELINE COMPANY, a Nevada corporation,

Plaintiff,

vs.

358.95 ACRES OF LAND, MORE OR LESS, LOCATED IN
DOUGLAS COUNTY, NEVADA, et al,

Defendants.

CASE NO:
3:10-cv-00661-LRH-RAM

PARCEL NOS:

APN 1319-19-802-003
APN 1319-00-002-026
APN 1319-19-702-001
APN 1319-19-802-006
APN 1319-19-802-001

**JUDGMENT OF CONDEMNATION REGARDING DOUGLAS COUNTY ASSESSOR
PARCEL NUMBERS 1319-19-802-003, 1319-00-002-026, AND 1319-19-702-001**

1. On October 22, 2010, the Plaintiff Paiute Pipeline Company ("Paiute") filed its Complaint in Eminent Domain commencing this condemnation action to acquire a perpetual easement, and in some cases temporary easements, for a natural gas transmission line on a portion of five properties located in Douglas County, Nevada, for the Paiute 2010 Expansion Project. This Judgment of Condemnation is with regard to Douglas County Assessor Parcel Numbers 1319-19-802-003, 1319-00-002-026, and 1319-19-702-001 ("subject properties"), owned in fee by Defendant Heavenly Valley Limited Partnership ("Heavenly").

2. On March 15, 2011, this Court entered a Judgment of Condemnation against Heavenly pursuant to a Stipulation and Order for Settlement executed between Paiute and Heavenly. This Judgment of Condemnation is with respect to Defendants Harich Tahoe, Harich Tahoe Developments,

1 Clover Valley Lumber Company, Placerville Lumber Company, Tahoe Village Inc., Lake Tahoe Land
2 Company Inc., The Ridge Tahoe Property Owners Association, Douglas County Sewer Improvement
3 District No. 1, Tahoe Village Owners' Association, and Unknown Owners, named in this action as
4 required by FRCP 71.1(c)(3).

5 3. All Defendants who have, or may have, an interest in the Property were served with the
6 Complaint and Notice of Condemnation.

7 4. Paiute and Heavenly entered into a Stipulation and Order for Settlement, which became an
8 Order of Court on February 18, 2011. Pursuant to the terms of the Order, Judgment was entered
9 against Heavenly on March 15, 2011 (Document #107) and a Final Order of Condemnation was entered
10 on April 26, 2011 (Documents #114).

11 5. The Defendants Ridge Tahoe Property Owners Association, Douglas County Sewer
12 Improvement District No. 1, and Tahoe Village Owners' Association filed with the Court disclaimers
13 of interest in this matter, disclaiming any entitlement to just compensation and notice of proceedings.

14 6. The Defendants Harich Tahoe, Harich Tahoe Developments, Clover Valley Lumber
15 Company, Placerville Lumber Company, Tahoe Village, Inc. and Lake Tahoe Land Company Inc. were
16 duly served with process and failed to answer or otherwise appear, and Paiute has obtained entry of
17 default against them. Judgment by default is hereby entered against said Defendants, by which they
18 take nothing in the above-entitled matter.

19 7. Those Defendants identified as Unknown Owners pursuant to FRCP 71.1 were duly served
20 with process by publication and have failed to appear in this matter, and Paiute has obtained entry of
21 default against them. Judgment by default is hereby entered against said Defendants, by which they
22 take nothing in the above-entitled matter.

23 8. Now, therefore, judgment is hereby entered in favor of Paiute. Paiute is awarded the relief
24 specified in the Complaint in connection with Douglas County Assessor Parcel Numbers 1319-19-
25 802-003, 1319-00-002-026, and 1319-19-702-001. The subject property described in the Complaint
26 may be taken and condemned for the uses and purposes set forth therein; that the use for which the
27

28 //

1 property is condemned – the Paiute 2010 Expansion Project – is a public use; and that the taking in
2 eminent domain is necessary for that public use. The property taken is described as follows:

3
4 An easement on a portion of three parcels, totaling approximately 346.19 acres,
5 located in Douglas County, Nevada, Assessor Parcel Numbers 1319-19-802-003,
6 1319-00-002-026, and 1319-19-702-001. The property is more fully described in the
7 Grants of Easement attached as Exhibit 1 (APN 1319-19-802-003), Exhibit 2 (APN
8 1319-00-002-026), and Exhibit 3 (APN 1319-19-702-001).

9 9. Paiute, its successors, and assigns, for use by them and their employees and contractors,
10 hereby acquire a perpetual easement, the terms of which are contained in the Grants of Easement
11 attached hereto as Exhibit 1 (APN 1319-19-802-003), Exhibit 2 (APN 1319-00-002-026), and Exhibit
12 3 (APN 1319-19-702-001), and incorporated herein.

13 10. The above payment by Paiute satisfies all claims of the Defendants and constitutes a full
14 release of all claims of the Defendants in favor of Paiute, its successors, and assigns, arising out of the
15 events described in the pleadings herein.

16 11. This judgment constitutes full compensation for the acquisition of the easement, including,
17 but not limited to, compensation for the property interest, severance damages, pre-condemnation
18 damages, inverse condemnation damages, temporary taking damages, interest, attorney's fees, cost of
19 suit, and any other compensation claimed of whatever source or nature arising from this action. The
20 above payment was made as part of the Stipulation and Order for Settlement, and cannot be construed
21 as an admission or an opinion of the value of the property by Paiute or the Defendants.

22 12. Paiute shall be entitled to, and this Court shall make, an Amended Final Order of
23 Condemnation in the form attached hereto as Exhibit 4, which Amended Final Order of Condemnation
24 shall describe the property rights condemned and the purposes for such condemnation and which
25 property shall be as described in this Judgment of Condemnation, and thereupon said property rights

26 //

27
28 //

1 shall vest in Paiute for the right of access to and the right to install utilities within the area specified in
2 the easement.

3
4 DATED this 27th day of December, 2011.



LARRY R. HICKS
UNITED STATES DISTRICT JUDGE

EXHIBIT 1
GRANT OF EASEMENT
APN # 1319-19-802-003

Recording Requested By/Return To:
Palute Pipeline Company
P. O. Box 1190
Carson City, Nevada 89702-1190
Attn: Theresa Economy 24A-581

GRANT OF EASEMENT

APN 1319-19-802-003

I (We), **HEAVENLY VALLEY, LIMITED PARTNERSHIP**, a Nevada Limited Partnership, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as **GRANTOR**, does hereby grant, convey, quitclaim and release unto **PAIUTE PIPELINE COMPANY**, a Nevada Corporation, its successors and assigns hereinafter referred to as **GRANTEE**, a perpetual easement for the installation of a natural gas pipeline *and maintenance of no more than two (2) pipelines together with necessary appurtenances*, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBITS (S) "A" AND "B"

GRANTEE shall have the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will. **GRANTEE** shall, to the extent possible, utilize existing roads to access said easement.

Except in emergency circumstances, and to the extent practicable, **GRANTEE** will attempt to minimize any impact to **GRANTOR** that may be associated with **GRANTEE's** work within the easement.

GRANTOR agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which **GRANTOR** agrees shall not interfere with **GRANTEE'S** exercise of the rights herein granted. **GRANTEE** agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, **GRANTEE** agrees to pay all direct damages which are caused by the **Grantee's** exercise of the rights herein granted.

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

APN # 1319-19-802-003
GRANT OF EASEMENT
EXHIBIT A

Stantec Consulting Inc.
6950 Sierra Center Parkway, Suite 100
Beverly Hills, CA 90211
Tel: (310) 854-0777 Fax: (310) 850-0787
stantec.com



Stantec

February 2, 2010
Project No. 180401362
EXHIBIT "A"
Palute Pipeline Company
Grant of Easement
APN: 1319-19-802-003

That portion of the Southeast 1/4 of Section 19, T13N, R19E, MDM, County of Douglas, State of Nevada, more particularly described as follows:

Commencing at the most northerly corner of Parcel B as shown on that Parcel Map for William Cole, recorded January 18, 1990 as Document No. 218503, Book 190, Page 2928, Official Records of Douglas County, Nevada, said point being North 54°15'35" West 1631.48 feet from the Southeast Corner of said Section 19, said point also being on a non-tangent curve to the right, concave southwesterly, with tangent bearing South 62°31'40" East and a radius of 370.00 feet;

Thence along the northerly line of said Parcel B and said curve, through a central angle of 16°07'29", an arc length of 104.13 feet to the true Point of Beginning;

Thence departing said northerly line North 3°23'24" East 31.17 feet to a point on a tangent curve to the left with radius of 64.00 feet;

Thence along said curve, through a central angle of 15°39'04", an arc length of 17.48 feet to a point on the easterly line of that parcel designated as Jack K. Slevers property as shown on that Record of Survey for Jack K. Slevers, recorded October 25, 1988 as Document No. 189309, Book 1088, Page 3233, Official Records of Douglas County, Nevada;

Thence along said property line the following six (6) courses:

North 1°15'19" East 10.40 feet;

North 39°54'41" West 50.00 feet;

North 55°04'26" West 50.00 feet;

North 76°13'26" West 50.00 feet;

North $87^{\circ}06'41''$ West 111.98 feet;

North $3^{\circ}00'59''$ East 26.05 feet to a point in a non-tangent curve to the right, concave southerly, with tangent bearing North $89^{\circ}13'11''$ East and a radius of 640.00 feet;

Thence departing said property line, along said curve, through a central angle of $4^{\circ}41'12''$, an arc length of 52.35 feet;

Thence South $86^{\circ}05'37''$ East 32.42 feet to a point on a tangent curve to the right with radius of 457.73 feet;

Thence along said curve, through a central angle of $10^{\circ}36'55''$, an arc length of 84.80 feet to a point on a compound curve to the right with a radius of 158.51 feet;

Thence along said curve, through a central angle of $33^{\circ}58'55''$, an arc length of 94.01 feet to a point on a compound curve to the right with a radius of 104.00 feet;

Thence along said curve, through a central angle of $44^{\circ}53'11''$, an arc length of 81.48 feet;

Thence South $3^{\circ}23'24''$ West 48.61 feet to a point on a non-tangent curve to the right, concave westerly, with tangent bearing South $1^{\circ}00'38''$ West and a radius of 175.00 feet;

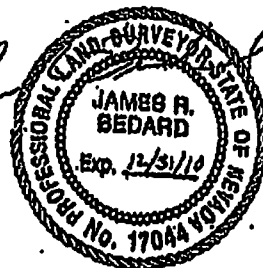
Thence along said curve, through a central angle of $7^{\circ}01'50''$, an arc length of 21.47 feet to a point on the northeasterly line of said Parcel B, said point being on a non-tangent curve to the left, concave southerly, with tangent bearing North $37^{\circ}48'07''$ West and a radius of 370.00 feet;

Thence along said northeasterly line and said curve, through a central angle of $8^{\circ}36'04''$, an arc length of 55.54 feet to the Point of Beginning.

Containing an area of 12,088 square feet of land, more or less.

BASIS OF BEARINGS: NAD 83 (94 HARN) Nevada State Plane Coordinate System, West Zone, Modified.

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2/2/10

APN # 1319-19-802-003
GRANT OF EASEMENT
EXHIBIT B

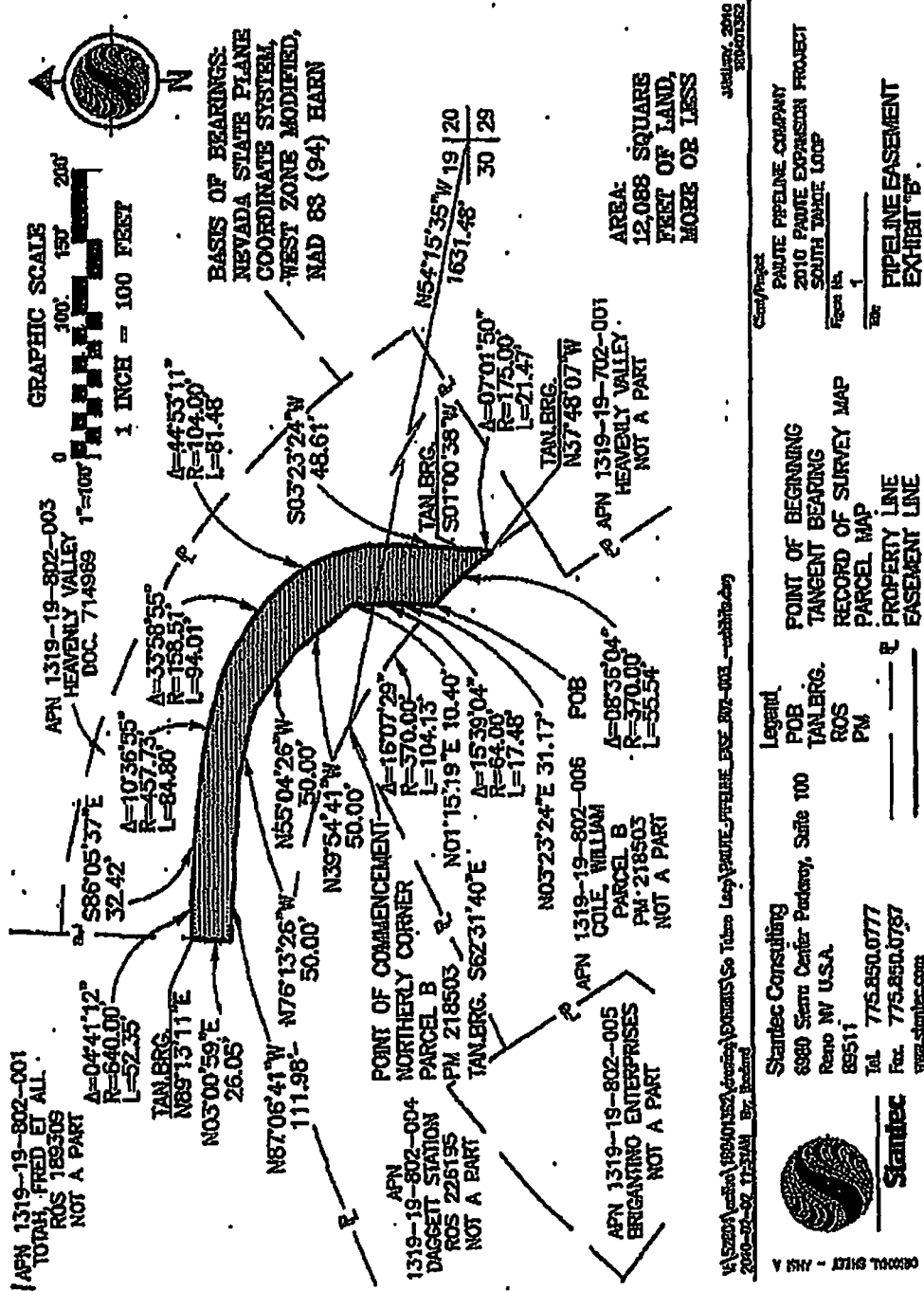


EXHIBIT 2
GRANT OF EASEMENT
APN # 1319-00-002-026

Recording Requested By/Return To:
Palute Pipeline Company
P. O. Box 1190
Carson City, Nevada 89702-1190
Attn: Theresa Economy 24A-581

GRANT OF EASEMENT

APN 1319-00-002-026

I (We), **HEAVENLY VALLEY, LIMITED PARTNERSHIP**, a Nevada Limited Partnership, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as **GRANTOR**, does hereby grant, convey, quitclaim and release unto **PAIUTE PIPELINE COMPANY**, a Nevada Corporation, its successors and assigns hereinafter referred to as **GRANTEE**, a perpetual easement for the installation of a natural gas pipeline *and maintenance of no more than two (2) pipelines together with necessary appurtenances*, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBITS (S) "A" AND "B"

GRANTEE shall have the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will. **GRANTEE** shall, to the extent possible, utilize existing roads to access said easement.

Except in emergency circumstances, and to the extent practicable, **GRANTEE** will attempt to minimize any impact to **GRANTOR** that may be associated with **GRANTEE's** work within the easement.

GRANTOR agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which **GRANTOR** agrees shall not interfere with **GRANTEE'S** exercise of the rights herein granted. **GRANTEE** agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, **GRANTEE** agrees to pay all direct damages which are caused by the **GRANTEE's** exercise of the rights herein granted.

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto **GRANTEE**, its successors and assigns, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned as executed this Grant of Easement this 22nd of February, 2011.

HEAVENLY VALLEY, LIMITED PARTNERSHIP
by VA Heavenly V, Inc. its General Partner

By: ~~Fiona~~ E. Arnold

Its: Sr. Vice President, GC and Assistant Secretary

ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Broomfield,

On February 22, 2011, before me, Joanne L. Kitten, a

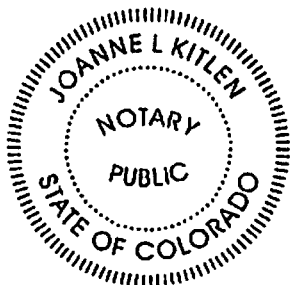
Notary public, personally appeared Fiona G. Arnold

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature James F. Kelly (Seal)



Approved as to Form:
Vail Resorts Legal Department
By: [Signature]
Name: Andrew M. Hensler
Date: _____

APN # 1319-00-002-026
GRANT OF EASEMENT
EXHIBIT A

Stantec Consulting Inc.
6960 Sierra Canyon Parkway Suite 100
Reno NV 89511
Tel: (775) 650-0777 Fax: (775) 650-0787
stantec.com



Stantec

February 2, 2010
Project No. 180401362
EXHIBIT "A"
Palute Pipeline Company
Grant of Easement
APN 1319-00-002-026

Those portions of the Southeast 1/4 of Section 19 and the Southwest 1/4 of Section 20, T13N, R19E, MDM, County of Douglas, State of Nevada, more particularly described as follows:

Commencing at the Southeast Corner of Parcel B, as shown on that Parcel Map for William Cole, recorded January 18, 1990 as Document No. 218503, Book 190, Page 2928, Official Records of Douglas County, Nevada, said point being North 89°18'19" West 313.73 feet from the Southeast Corner of said Section 19;

Thence departing said section line and along the east line of said Parcel B North 00°59'57" East 57.51 feet to the true Point of Beginning;

Thence continuing along said east line North 00°59'57" East 13.07 feet;

Thence departing said east line and along the southerly line of the property described in that Grant, Bargain, and Sale Deed recorded August 7, 2007 as Document No. 707121, Book 807, Page 2184 in the Official Records of Douglas County, Nevada, the following six (6) courses:

South 83°52'59" East 179.46 feet;

North 64°19'16" East 179.75 feet;

North 40°17'01" East 229.35 feet;

North 79°13'16" East 359.17 feet;

South 83°41'59" East 178.18 feet;

South 14°29'30" East 35.34 feet to a point on a non-tangent curve to the right, concave northerly, with tangent bearing North 79°52'27" West and a radius of 2954.76 feet;

Thence departing said southerly line and along said curve, through a central angle of $2^{\circ}11'52''$, an arc length of 113.34 feet to a point on a reverse curve to the left with a radius of 350.00 feet;

Thence along said curve, through a central angle of $22^{\circ}52'47''$, an arc length of 139.76 feet;

Thence South $79^{\circ}26'38''$ West 256.46 feet to a point on a tangent curve to the left with a radius of 139.50 feet;

Thence along said curve, through a central angle of $39^{\circ}20'11''$, an arc length of 95.77 feet;

Thence South $40^{\circ}06'27''$ West 104.04 feet to a point on a tangent curve to the right with a radius of 629.70 feet;

Thence along said curve, through a central angle of $12^{\circ}57'40''$, an arc length of 142.45 feet to a point on a compound curve to the right with a radius of 83.00 feet;

Thence along said curve, through a central angle of $24^{\circ}08'07''$, an arc length of 34.96 feet;

Thence South $77^{\circ}12'14''$ West 72.38 feet to a point on a tangent curve to the right with a radius of 73.00 feet;

Thence along said curve, through a central angle of $21^{\circ}16'55''$, an arc length of 27.12 feet;

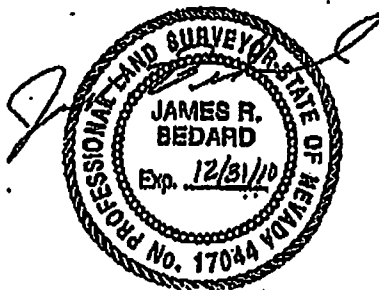
Thence North $81^{\circ}30'51''$ West 128.80 feet to a point on a tangent curve to the left with a radius of 55.00 feet;

Thence along said curve, through a central angle of $18^{\circ}37'11''$, an arc length of 17.87 feet to the point of beginning.

Containing an area of 17,266 square feet of land, more or less.

BASIS OF BEARINGS: NAD 83 (94 HARN) Nevada State Plane Coordinate System, West Zone, Modified.

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APN # 1319-00-002-026
GRANT OF EASEMENT
EXHIBIT B

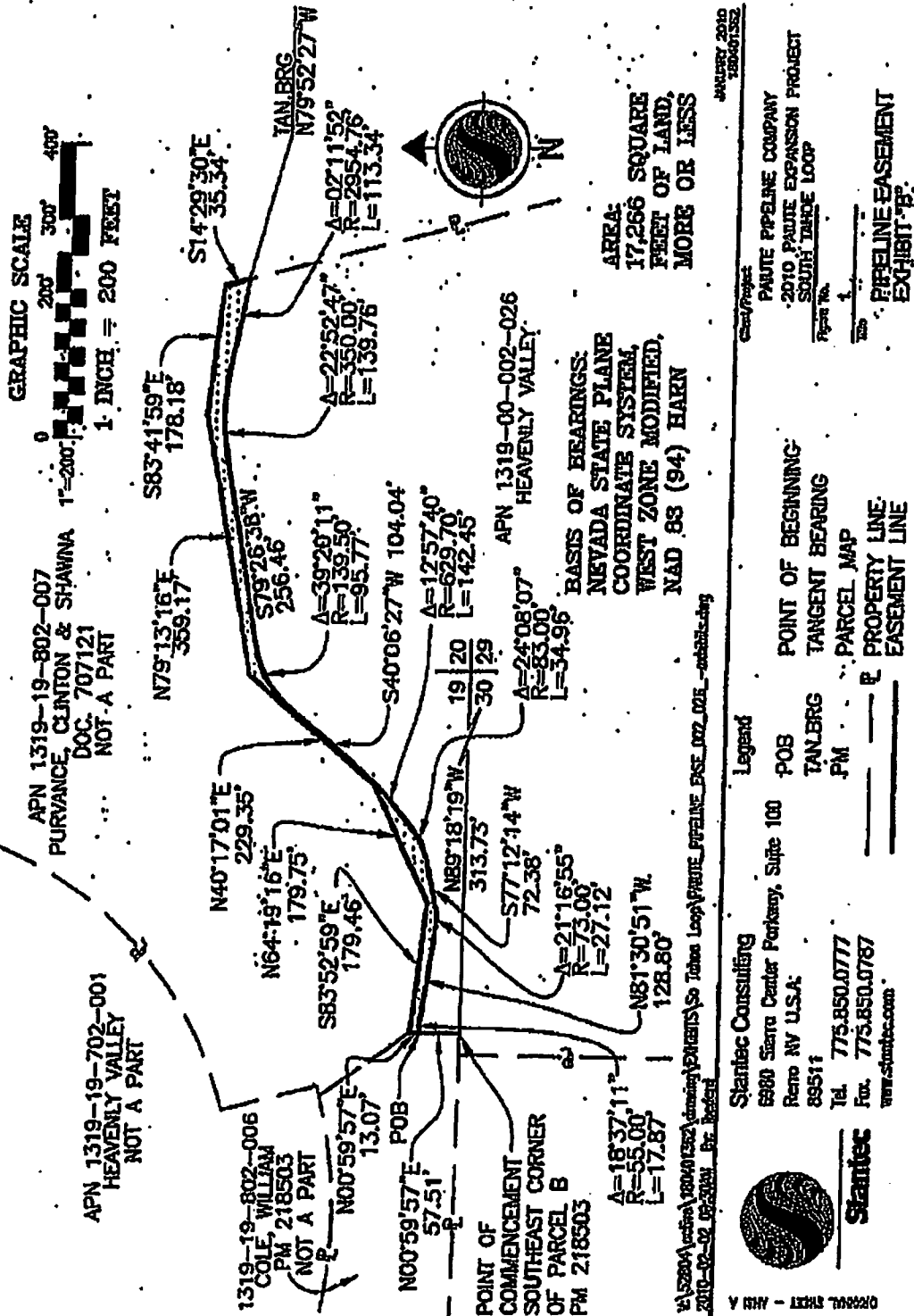


EXHIBIT 3
GRANT OF EASEMENT
APN # 1319-19-702-001

Recording Requested By/Return To:
Palute Pipeline Company
P. O. Box 1190
Carson City, Nevada 89702-1190
Attn: Theresa Economy 24A-581

GRANT OF EASEMENT

APN 1319-19-702-001

I (We), **HEAVENLY VALLEY, LIMITED PARTNERSHIP**, a Nevada Limited Partnership, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as **GRANTOR**, does hereby grant, convey, quitclaim and release unto **PAIUTE PIPELINE COMPANY**, a Nevada Corporation, its successors and assigns hereinafter referred to as **GRANTEE**, a perpetual easement for the installation of a natural gas pipeline *and maintenance of no more than two (2) pipelines together with necessary appurtenances*, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBITS (S) "A" AND "B"

GRANTEE shall have the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will. **GRANTEE** shall, to the extent possible, utilize existing roads to access said easement.

Except in emergency circumstances, and to the extent practicable, **GRANTEE** will attempt to minimize any impact to **GRANTOR** that may be associated with **GRANTEE's** work within the easement.

GRANTOR agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which **GRANTOR** agrees shall not interfere with **GRANTEE'S** exercise of the rights herein granted. **GRANTEE** agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, **GRANTEE** agrees to pay all direct damages which are caused by the **Grantee's** exercise of the rights herein granted.

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

Approved as to Form:
Valle Resource Legal Department
By: _____
Name: Andrew M. Hensler
Date: _____

APN # 1319-19-702-001
GRANT OF EASEMENT
EXHIBIT A

Stantec Consulting Inc.
3360 Sierra Canyon Parkway Suite 100
Reno NV 89511
Tel: (775) 650-0777 Fax: (775) 650-0787
stantec.com



Stantec

February 2, 2010
Project No. 180401362
EXHIBIT "A"
Palute Pipeline Company
Grant of Easement
APN: 1319-19-702-001

Those portions of the Southeast 1/4 of Section 19, T13N, R19E, MDM, County of Douglas, State of Nevada, more particularly described as follows:

Basement 1

Beginning at a point on the northeasterly line of Parcel B, shown on that Parcel Map for William Cole, recorded January 18, 1990 as Document No. 218503, Book 190, Page 2928, Official Records of Douglas County, Nevada, said point being North $71^{\circ}04'05''$ West 939.54 feet from the Southeast Corner of said Section 19, said point also being on a curve to the right, concave northeasterly, with tangent bearing North $59^{\circ}00'59''$ West and a radius of 625.00 feet;

Thence along said northeasterly line and along said curve, through a central angle of $8^{\circ}20'32''$, an arc length of 91.00 feet;

Thence departing said northeasterly line North $28^{\circ}44'43''$ West 197.85 feet to a point on said northeasterly line;

Thence along said northeasterly line the following two (2) courses:

North $57^{\circ}44'42''$ East 5.87 feet;

North $32^{\circ}15'18''$ West 168.90 feet;

Thence departing said northeasterly line South $52^{\circ}44'03''$ East 73.72 feet to a point on a tangent curve to the right with a radius of 168.00 feet;

Thence along said curve, through a central angle of $23^{\circ}59'20''$, an arc length of 70.34 feet;

Thence South $28^{\circ}44'43''$ East 312.80 feet to the Point of Beginning.

Containing an area of 13,977 square feet of land, more or less.

Basement 2

Beginning at a point on the northeastern line of said Parcel B, said point being North 57°02'38" West 1444.95 feet from the Southeast Corner of said Section 19;

Thence along said northeasterly line the following two (2) courses:

North 32°15'18" West 14.30 feet;

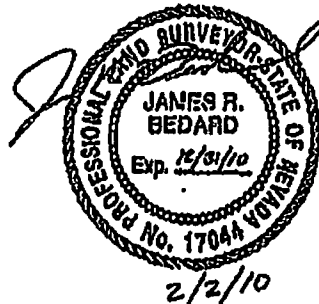
North 57°44'42" East 11.61 feet to a point on a non-tangent curve to the left, concave easterly, with tangent bearing South 8°25'33" West and a radius of 324.92 feet;

Thence departing said northeasterly line, along said curve, through a central angle of $3^{\circ}14'54''$, an arc length of 18.42 feet to the Point of Beginning.

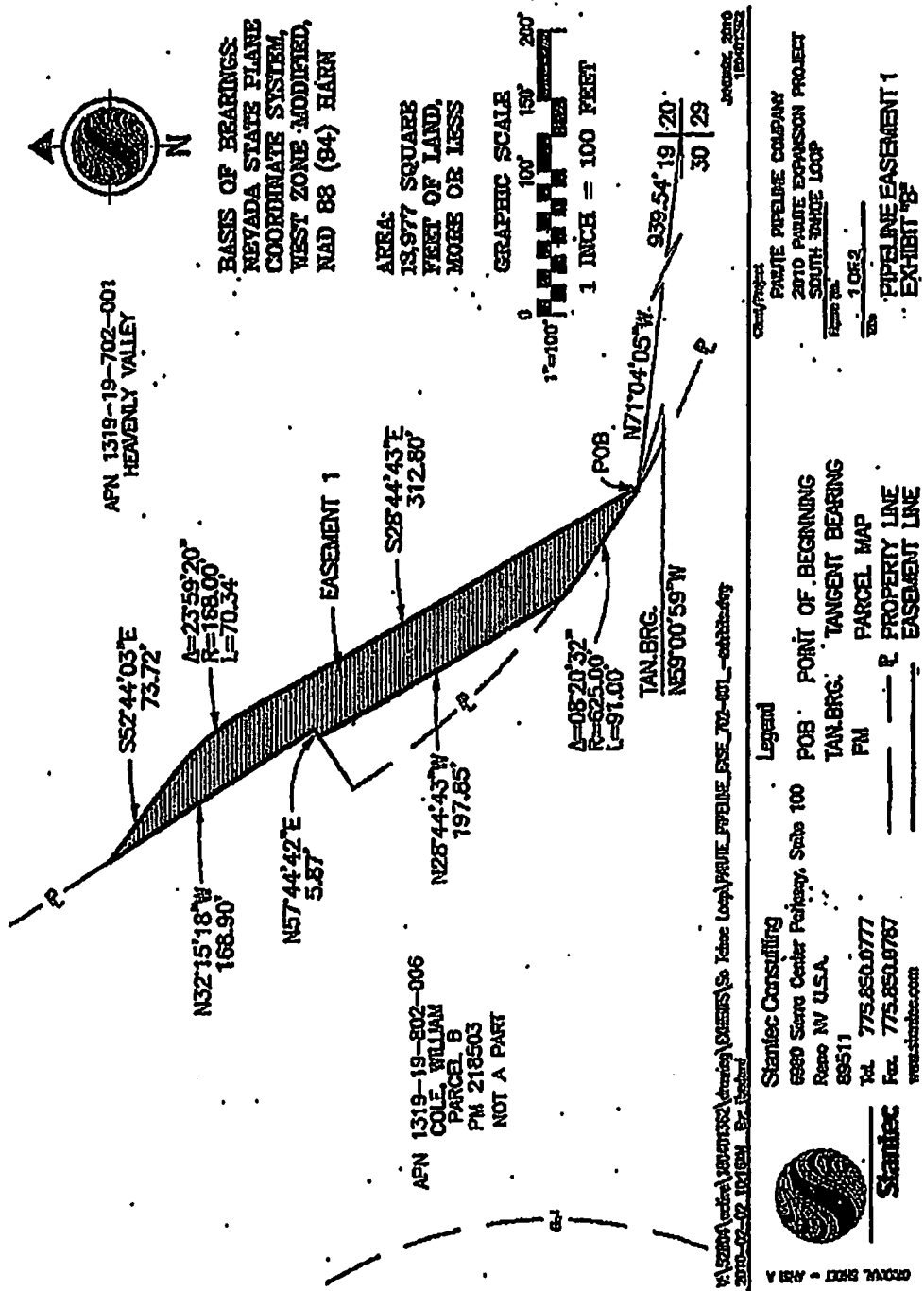
Containing an area of 81.39 square feet of land, more or less.

BASIS OF BEARINGS: NAD 83 (94 HARN) Nevada State Plane Coordinate System, West Zone, Modified.

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APN # 1319-19-702-001
GRANT OF EASEMENT
EXHIBIT A



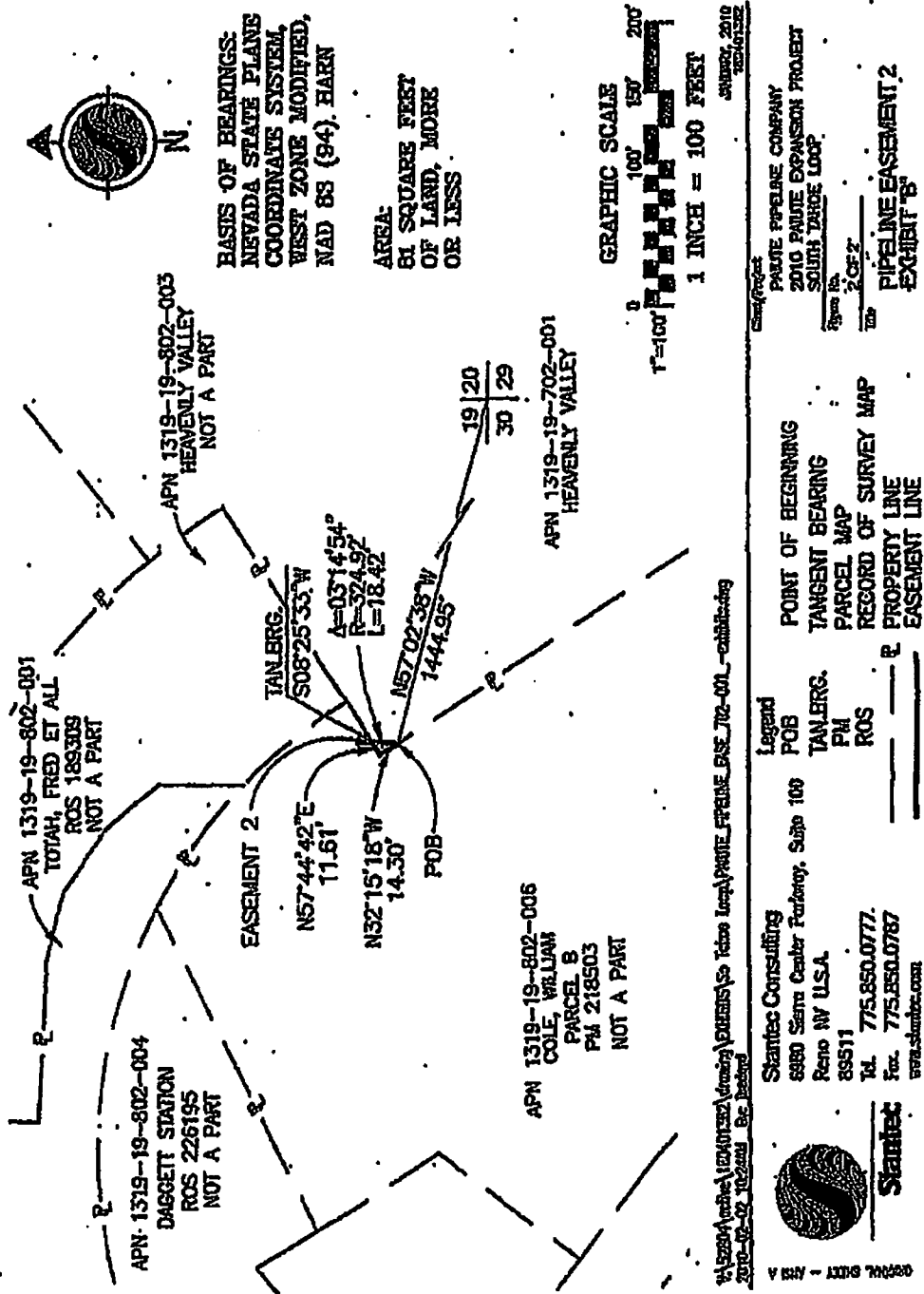


EXHIBIT 4

CHAPMAN LAW FIRM, P.C.
Michael G. Chapman, Nevada Bar No. 1630
Erich N. Storm, Nevada Bar No. 4480
Agnes Hanley, Nevada Bar No. 11226
1100 Bridger Avenue
Las Vegas, NV 89101
Phone 702-382-1859
Fax 702-382-1894

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

PAIUTE PIPELINE COMPANY, a Nevada corporation,

Plaintiff,

vs.

358.95 ACRES OF LAND, MORE OR LESS, LOCATED IN
DOUGLAS COUNTY, NEVADA, et al,

Defendants.

CASE NO:
3:10-cv-00661-LRH-WGC

PARCEL NOS:

APN 1319-19-802-003
APN 1319-00-002-026
APN 1319-19-702-001
APN 1319-19-802-006
APN 1319-19-802-001

AMENDED FINAL ORDER OF CONDEMNATION REGARDING DOUGLAS COUNTY
ASSESSOR PARCEL NUMBERS 1319-19-802-003, 1319-00-002-026, AND 1319-19-702-001

It satisfactorily appears to the Court from the records and files in this action as follows:

1. A Judgment of Condemnation with respect to Defendants Harich Tahoe, Harich Tahoe Developments, Clover Valley Lumber Company, Placerville Lumber Company, Tahoe Village Inc., Lake Tahoe Land Company Inc., The Ridge Tahoe Property Owners Association, Douglas County Sewer Improvement District No. 1, Tahoe Village Owners' Association, and Unknown Owners was duly pronounced by this Court and entered on _____, 2011, awarding Plaintiff Paiute Pipeline Company ("Paiute") the relief specified in the Complaint regarding Douglas County Assessor Parcel Numbers 1319-19-802-003, 1319-00-002-026, and 1319-19-702-001 ("subject properties").

2. A Judgment of Condemnation and a Final Order of Condemnation with respect to Defendant Heavenly Valley Limited Partnership, the fee owner of the subject properties, was

1 previously entered by this Court on March 15, 2011 and April 26, 2011, respectively. The Final Order
2 of Condemnation was recorded with the Douglas County Recorder. This Final Order of Condemnation
3 is attached hereto as Exhibit 1.

4 3. Paiute is entitled to an Amended Final Order of Condemnation in order to include
5 Defendants Harich Tahoe, Harich Tahoe Developments, Clover Valley Lumber Company, Placerville
6 Lumber Company, Tahoe Village Inc., Lake Tahoe Land Company Inc., The Ridge Tahoe Property
7 Owners Association, Douglas County Sewer Improvement District No. 1, Tahoe Village Owners'
8 Association, and Unknown Owners, who were identified as Defendants pursuant FRCP 71.1(c)(3).

9 4. Therefore, it is hereby ordered that there shall be condemned to the Paiute the rights,
10 title and interests in the real property described as follows:

11 An easement on a portion of three parcels, totaling approximately 346.19
12 acres, located in Douglas County, Nevada, Assessor Parcel Numbers 1319-19-
13 802-003, 1319-00-002-026, and 1319-19-702-001. The property is more fully
14 described in the Grants of Easement attached as Exhibit 2 (APN 1319-19-802-
003), Exhibit 3 (APN 1319-00-002-026), and Exhibit 4 (APN 1319-19-702-
001).

15 5. Paiute, its successors and assigns, for use by them and their employees and contractors,
16 hereby acquire a perpetual right and easement, the terms of which are contained in Exhibit 2, 3, and 4,
17 and incorporated herein.

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6. IT IS FURTHER ORDERED that a copy of this Amended Final Order of Condemnation be recorded in the office of the County Recorder of Douglas County, Nevada, and thereupon title to the property rights hereinbefore described shall vest in Paiute.

Dated this ____ day of _____, 2011

DISTRICT COURT JUDGE

SUBMITTED BY:

**Agnes Hanley
Nevada Bar No. 11226
1100 Bridger Avenue
Las Vegas, NV 89101
Attorney for Paiute Pipeline Company**